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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

GOLDEN BOY PROMOTIONS, LLC, a
Delaware limited liability company,

Plaintiff,

v.

RYAN GARCIA, an individual, GUADALUPE
VALENCIA, an individual, and DOES 1 through
25, inclusive,

Defendants.

Case No.:

COMPLAINT FOR:

**(1) DECLARATORY RELIEF
PURSUANT TO THE
DECLARATORY JUDGMENT ACT,
28 U.S.C. §§ 2201 et seq.**

**(2) INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS**

DEMAND FOR JURY TRIAL

1 Plaintiff GOLDEN BOY PROMOTIONS, LLC (“Golden Boy” or “Promoter”) alleges
2 against Defendants RYAN GARCIA (“Garcia”) and GUADALUPE VALENCIA as follows:

3 INTRODUCTION

4 1. By this lawsuit, Golden Boy seeks to protect its valuable promotional rights in
5 professional boxer, Garcia. Golden Boy, one of the most successful boxing promotional
6 companies in the world owned by legendary boxers Oscar De La Hoya and Bernard Hopkins, has
7 a valid and enforceable promotional agreement with Garcia (the “Agreement”). The Agreement
8 gives Golden Boy sole and exclusive right to promote Garcia’s boxing matches, including to find
9 opponents, negotiate deals, and arrange the bouts. The Agreement forbids Garcia from engaging
10 in any boxing matches, as well as from negotiating and contracting for any fights, other than
11 those promoted by Golden Boy under the Agreement. Pursuant to those rights, throughout the
12 parties’ multi-year relationship, Golden Boy has fulfilled all of its contractual obligations and
13 helped to build Garcia into one of the most recognizable and sought-after boxers in the world. In
14 short, Garcia’s career has flourished under Golden Boy’s direction.

15 2. Unfortunately, Garcia’s advisors have apparently convinced him that he does not
16 need Golden Boy anymore. One of those advisors, Valencia, has, for the last year or more,
17 directly interfered with Golden Boy’s ability to communicate with Garcia and to negotiate the
18 best deals and fights for Garcia. In fact, Valencia, in direct violation of Golden Boy’s
19 Agreement with Garcia, has engaged in negotiations with other promoters and boxers for
20 Garcia’s fights. Valencia has done so despite explicitly knowing of the Agreement and its terms
21 and has orchestrated an effort to drive a wedge between Garcia and Golden Boy. Golden Boy
22 has attempted to resolve this matter informally but has been rebuffed. Instead, Garcia has
23 threatened baseless claims against Golden Boy and has recently taken the absurd position that the
24 Agreement is void and unenforceable. Accordingly, Golden Boy was forced to file this action to
25 protect and enforce its interests under the Agreement so that it can continue to make the best
26 fights for Garcia and his fans and to deter Valencia and others from interfering with Golden
27 Boy’s rights.

THE PARTIES

3. Plaintiff Golden Boy is a Delaware limited liability company. As of the date of filing, Golden Boy's members are citizens of the states of Nevada and Maryland. Golden Boy is a boxing promoter licensed in various States, including California and Nevada.

4. Defendant Garcia is a professional boxer who, as Golden Boy is informed and believes, resides in Porter Ranch, California.

5. Defendant Valencia is an attorney licensed in California and is currently Garcia's business adviser. Golden Boy is informed and believes that Valencia resides in San Diego, California.

6. The true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein as DOES 1 through 25, inclusive, are currently unknown to Golden Boy, and therefore Golden Boy sues these Defendants by such fictitious names. Golden Boy will amend this complaint to allege their true names and capacities when ascertained. Golden Boy is informed and believes and based thereon alleges that each of these fictitiously named Defendants is responsible in some manner for the acts and transactions herein alleged and that Golden Boy's damages as herein alleged were caused by their conduct.

JURISDICTION & VENUE

7. The Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(a) because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and Plaintiff and Defendants are citizens of different States. Specifically, Golden Boy, through its members, is a citizen of Nevada and Maryland, whereas Garcia and Valencia are both citizens of California.

8. Venue is proper because, per the Agreement's forum selection clause, Golden Boy and Garcia have consented to personal jurisdiction and venue in Nevada state and federal courts. *See Docksider, Ltd. v. Sea Tech., Ltd.*, 875 F.2d 762, 763–64 (9th Cir. 1989); *see also Guzman v. MGK Mech. Servs., Inc.*, No. 209CV00467RLHGWf, 2009 WL 10693636, at *1–*3 (D. Nev. June 29, 2009). Valencia is also subject to the Agreement's forum selection clause

1 because, as detailed herein, his conduct as Garcia's agent that is at-issue is "closely related to
 2 the" Agreement. *AMA Multimedia, LLC v. Sagan Ltd.*, 807 F. App'x 677, 679 (9th Cir. 2020);
 3 *see also First Choice Bus. Brokers, Inc. v. Ken Dobbs Moneyline, Inc.*, No. 2:08-CV-
 4 01487RLHRJJ, 2009 WL 1652185, at *5 (D. Nev. June 9, 2009).

5 FACTS COMMON TO ALL CAUSES OF ACTION

6 9. As of September 18, 2019, Golden Boy and Garcia executed the Agreement.
 7 Relevantly, the Agreement provides that:

8 i. The "Term" commences on the date of Garcia's first bout, which was
 9 scheduled for, and took place on, November 2, 2019.

10 ii. Garcia "grants to" Golden Boy "the *sole and exclusive right* to promote
 11 all professional boxing matches in which [Garcia] participates during the Term[.]" (Emphasis
 12 added.)

13 iii. "Boxer agrees that during the Term: (a) Boxer shall not engage in any
 14 boxing match other than as set forth herein; and (b) neither Boxer nor anyone acting on Boxer's
 15 behalf shall negotiate for nor contract for Boxer to engage in any boxing match other than as set
 16 forth herein."

17 iv. "Promoter shall be the exclusive owner of all rights in and to the Bouts, in
 18 all media throughout the world in perpetuity, and Boxer's grant of rights hereunder includes,
 19 without limitation, all rights required to arrange, stage and sell tickets of admission to the Bouts;
 20 all exclusive worldwide rights to broadcast, telecast, digitally stream, record, film and transmit
 21 electronically and digitally such Bouts for exhibition in all media; all merchandising and other
 22 ancillary and subsidiary rights therein; the unrestricted worldwide right to use, reproduce and
 23 display Boxer's name, voice, likeness and/or biography in connection with the advertising,
 24 promotion and exploitation of all such Bouts and any related activities (and all rights therein
 25 and/or footage thereof) and Boxer's career and Promoter's business and activities and as
 26 otherwise determined by Promoter in Promoter's sole discretion."

27 v. Garcia agrees to "injunctive and other equitable relief to prevent any
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breach or default by Boxer” because he “acknowledges and agrees that his services . . . are of a special, unique, unusual and extraordinary character giving them peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in an action at law and could cause Promoter irreparable damage and injury.”

vi. The “Agreement will be governed and construed in accordance with the laws of the State of Nevada applicable to agreements entered into and wholly performed therein” and “the [p]arties have a right to file any and all claims in Nevada state or federal court.”

10. The Agreement is governed by Nevada law and contains an agreement to jurisdiction and venue in Nevada because:

i. At the time the agreement was executed, Garcia’s first fight under the Agreement, which commenced the term, was contemplated to be in Las Vegas, Nevada. That fight did, in fact, take place in Las Vegas.

ii. At the time of the parties’ execution of the Agreement, it was the expectation of the parties that Garcia would become a premier level professional boxer and, for most of the Term of the Agreement, would be headlining fights at the most lucrative venues in the sport. As such, the parties fully expected and contemplated that many, if not most, of Garcia’s fights under the agreement would take place in Las Vegas, Nevada, where most “mega fight” boxing matches are staged and exhibited.

11. Garcia was represented by Valencia in the negotiation and execution of the Agreement. Additionally, Valencia has continued to represent Garcia, both as a lawyer and business adviser, in the performance of Garcia’s obligations under the Agreement. In short, Valencia was, at all times, fully aware of the Agreement and its terms.

12. Golden Boy has fully and faithfully performed its obligations under the Agreement. Specifically, GBP has negotiated, arranged for, and promoted several highly lucrative and successful boxing events featuring Garcia as the main event attraction. These events have generated millions of dollars in purses and income for Garcia. Golden Boy continues to propose potential bouts for Garcia and continues to do everything required of it with

1 respect to Garcia's career.

2 13. Golden Boy's development of Garcia into one of boxing's biggest stars
3 culminated earlier this year with Golden Boy successfully negotiating for Garcia to participate in
4 one of the most successful pay-per-view boxing events in history. Notwithstanding the blatant
5 and willful interference by Valencia described in more detail below, Golden Boy was able to
6 close the deal for Garcia to fight Gervonta "Tank" Davis at the T-Mobile Arena in Las Vegas.
7 Although Garcia lost by knockout, the event was a huge commercial success and Garcia made
8 millions in purses and pay-per-view bonuses.

9 14. Notwithstanding Golden Boy's success in promoting Garcia's career, Valencia
10 has been working for over a year to undermine Golden Boy's contractual rights and its
11 relationship with Garcia. Specifically, Valencia has repeatedly engaged in activities that are in
12 the sole and exclusive domain of Golden Boy pursuant to the Agreement. Indeed, Golden Boy is
13 informed and believes that, on multiple occasions beginning no later than May 2022, Valencia
14 has directly approached multiple opponents for Garcia to fight and negotiated various terms of
15 Garcia's fights with those fighters and their promoters. For instance, despite Golden Boy's
16 express instructions to the contrary, Valencia inserted himself into the negotiations for the
17 Gervonta Davis fight, purporting to agree to terms that were unfavorable to Garcia (and Golden
18 Boy) without ever consulting Golden Boy. Valencia has also prevented Golden Boy from
19 negotiating with potential opponents for Garcia by making representations to other fighters and
20 promoters regarding Garcia's plans and intentions.

21 15. Golden Boy is further informed and believes that, since the Davis vs. Garcia fight,
22 Valencia has continued having discussions with other distributors, promoters, and fighters
23 regarding Garcia's next fight. Golden Boy has on multiple occasions attempted to resolve this
24 matter outside the courts, including by instructing Valencia to cease and desist these wrongful
25 actions but, to date, those olive branches have been disregarded.

26 16. In response to Golden Boy's most recent cease and desist demand, Garcia has
27 now taken the position that the Agreement is invalid and unenforceable, and that Golden Boy has
28

1 somehow breached the Agreement.

2 17. Golden Boy was thus forced to commence this lawsuit to enforce and protect its
3 rights under the Agreement.

4 **FIRST CAUSE OF ACTION**

5 **(Against All Defendants—Declaratory Relief Pursuant to the Declaratory Judgment Act,**
6 **28 U.S.C. §§ 2201 *et seq.*)**

7 18. Golden Boy incorporates herein by this reference Paragraphs 1 through 17 above
8 as though fully set forth herein.

9 19. An actual controversy has arisen and now exists between Golden Boy and Garcia
10 with respect to their rights and obligations under the Agreement.

11 20. As set forth above, Golden Boy contends that the Agreement is valid and
12 enforceable and is governed by Nevada law.

13 21. Golden Boy further contends that the Agreement expressly provides that Golden
14 Boy has the sole and exclusive right, among other things, to promote Garcia's boxing matches
15 and the right to broadcast, telecast, digitally stream, record, film and transmit, electronically and
16 digitally, such matches for exhibition in all media. It forbids Garcia or his agents from
17 negotiating or contracting for Garcia to engage in any boxing match other than as set forth in the
18 Agreement. But when reminded of their obligations and Golden Boy's rights under the
19 Agreement, Valencia and Garcia disagreed and ignored Golden Boy.

20 22. Garcia disputes Golden Boy's contentions and claims that the Agreement is void
21 and unenforceable and that he is free to negotiate with other fighters, promoters, and
22 broadcasters for his fights. Golden Boy disagrees with these assertions.

23 23. Golden Boy thus seeks a judicial declaration that: (a) the Agreement is valid and
24 enforceable; (b) the Agreement is governed by Nevada law; (c) Golden Boy has the sole and
25 exclusive right to promote Garcia's professional boxing matches and to negotiate for and
26 broadcast the same; and (d) Garcia and Valencia are not permitted to conduct any negotiations or
27 engage in any contracts with any third parties regarding Garcia's fights. This declaration is
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appropriate and necessary so that the parties may know their respective rights and obligations under the Agreement.

SECOND CAUSE OF ACTION

(Against Valencia—Intentional Interference with Contractual Relations)

24. Golden Boy incorporates herein by this reference Paragraphs 1 through 17 above as though fully set forth herein.

25. At all relevant times and now, the Agreement has been and is a valid and enforceable contract between Golden Boy and Garcia.

26. Valencia knew of the Agreement and its terms since day one. Specifically, Valencia knew that:

i. The Agreement provided Golden Boy the sole and exclusive promotional rights in Garcia's bouts and in broadcasting them.

ii. Neither Garcia nor his agents could negotiate and/or contract for Garcia to engage in boxing matches outside of those allowed under the Agreement.

27. Yet, Valencia, either on his own or at Garcia's instruction, has purported to negotiate and/or contract for Garcia to engage in professional boxing matches and to broadcast those matches. Indeed, despite repeated demands from Golden Boy, Valencia has not ceased this conduct.

28. Valencia's actions have disrupted the entire Agreement by interfering with Golden Boy's ability to negotiate for and promote and distribute Garcia's fights. Specifically, Valencia has improperly pre-negotiated terms for Garcia's bouts and then presented those terms to Golden Boy as already agreed. Golden Boy is informed and believes that Valencia's actions were undertaken for the purpose of causing Garcia to breach the Agreement and to induce Garcia to then engage another promoter and distributor to the exclusion of Golden Boy.

29. The services of Garcia are special, unique, unusual, and extraordinary. As a result, Golden Boy has no adequate remedy at law and will suffer irreparable injury unless Valencia is enjoined from purporting to negotiate for the promotion and distribution of Garcia's

1 fights.

2 30. As a proximate result of the foregoing, Golden Boy has suffered millions of
3 dollars in damages including, but not limited to, lost revenue from Garcia's fights, additional and
4 unnecessary expenses in negotiating for and promoting Garcia's fights, and a loss of goodwill.
5 The precise amount of these damages will be proven at the time of trial.

6 31. Golden Boy is informed and believes that Valencia engaged in the conduct
7 alleged herein with a conscious and willful disregard for Golden Boy's rights and/or with the
8 intent to injure Golden Boy and that such conduct by Valencia is malicious and despicable and
9 warrants an award of punitive damages in favor of Golden Boy and against Valencia to punish
10 and deter him from engaging in such conduct in the future.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Golden Boy prays for judgment as follows:

13 **On the First Cause of Action**

- 14 1. For a declaration that:
- 15 a. The Agreement is valid and enforceable;
 - 16 b. The Agreement is governed by Nevada law;
 - 17 c. Golden Boy has the sole and exclusive right to promote Garcia's
18 professional boxing matches and to negotiate for and broadcast the same; and
 - 19 d. Garcia and Valencia are not permitted to conduct any negotiations or
20 engage in any contracts with any third parties regarding Garcia's fights.

21 **On the Second Cause of Action**

- 22 2. For preliminary and permanent injunctive relief preventing and precluding
23 Valencia, and each of his respective agents and employees, and all persons acting under, in
24 concert with, or for him from negotiating and contracting with any third parties regarding
25 Garcia's fights.

- 26 3. For consequential damages according to proof at the time of trial.
- 27
- 28

1 4. For exemplary and punitive damages against Valencia to punish and deter him
2 from engaging in similar conduct in the future.

3 **On all Causes of Action**

4 5. For reasonable attorneys' fees and costs of suit incurred herein.

5 6. For such other and further relief as the Court may deem just and proper.

6
7 DATED: June 16, 2023

Respectfully Submitted,

8 **KENNEDY & COUVILLIER PLLC**

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